

IDAHO TRANSPORTATION DEPARTMENT (ITD) INVITATION TO BID (ITB) REQUISITION# B-553670

District Two - Base Aggregate Material

May 11, 2010

ALL <u>sealed bids must</u> be received by 5:00 PM MDT on June 2, 2010. Sealed bids will be opened at 10:30 AM MDT on June 3, 2010 at Business and Support Management, Purchasing Unit, at 3311 West State Street in Boise. The scope of work consists of furnishing 3/4" Base Aggregate Material to locations in District 2 in accordance with the plans and Special Provisions contained herein.

Public Works Licensing IS NOT Required

Contact Sherry Jenkins, Purchasing, for clarification of <u>bid requirements</u> at (208) 334-8088. **All Questions** relating to <u>bid specifications</u> must be faxed to: (208) 334-8824 or emailed to: sherry.jenkins@itd.idaho.gov

FOR BID UPDATES, ADDENDUMS, OR BID RESULTS, go to: http://itd.idaho.gov "Doing Business with ITD", "ITD Goods and Services"

RETURN BID IN A SEALED ENVELOPE <u>CLEARLY MARKED</u> AS SHOWN:

Vendor Name: _____

Requisition #: B-553670

Bid Close Date: June 2, 2010 5:00 PM MDT Bid Open Date: June 3, 2010 10:30 AM MDT

Item Bidding: District Two - Base Aggregate Material

Mailing Address

Idaho Transportation Department Business & Support Management - Purchasing Unit 3311 W. State St. (P.O. Box 7129) Boise, ID 83703 (83707-1129)

IDAHO TRANSPORTATION DEPARTMENT (ITD)

INVITATION TO BID (ITB)

REQUISITION# B-553670

DISTRICT TWO -BASE AGGREGATE MATERIAL

Table	e of Contents	
1.	SCOPE OF WORK	1
1.	PURPOSE	1
2.	QUALITY ASSURANCE	1
3.	MATERIAL SPECIFICATIONS	1
4.	MEASUREMENT AND PAYMENT	2
5.	COMPLETION TIME AND LATE FEES	2
6.	ADDITIONAL CONTRACTOR RESPONSIBILITY	2
II. I	BID GUIDELINES	3
1.	INFORMATION GIVEN PRIOR TO AWARD	3
2.	PERFORMANCE	3
3.	BIDDING REQUIREMENTS AND CONDITIONS	3
4.	IRREGULAR BIDS	4
5.	DISQUALIFICATION OF BIDDERS	4
6.	CONSIDERATION OF BID	4
7.	BIDDER CHALLENGE TO DEPARTMENT DETERMINATION	5
8.	EXECUTION / AWARD OF THE CONTRACT	5
9.	FAILURE TO EXECUTE CONTRACT	5
<i>III</i> . 1	TERMS AND CONDITIONS	6
1.	STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION	6
2.	CONTRACT ADMINISTRATION	6
3.	CONTRACT AWARD	θ
4.	PAYMENT REQUIREMENTS	6
5.	CHANGES	6
6.	CLAIMS FOR ADJUSTMENT AND DISPUTES	6
7.	FORCE MAJEURE	
8.	COMPLIANCE	
9.	TERMINATION	8
10	INDEMNIFICATION	3

IDAHO TRANSPORTATION DEPARTMENT (ITD) INVITATION TO BID (ITB) REQUISITION# B-553670

DISTRICT TWO -BASE AGGREGATE MATERIAL

11. ILLEGAL ALIENS	
12. INSURANCE REQUIREMENTS	Я
ATTACHMENTS:	
BID SCHEDULE	
SIGNATURE PAGE	

CONTRACTOR'S AFFIDAVIT - CONCERNING ALCOHOL AND DRUG FREE WORKPLACE

CONTRACTOR'S AFFIDAVIT – CONCERNING ILLEGAL ALIENS

CONTRACTOR'S RESPONSIBILITY PAGE

I. SCOPE OF WORK

1. PURPOSE

This work shall consist of crushing, loading, hauling, and delivering ¾" base aggregate material to locations as listed in this Description of Work.

The table below shows estimated quantities of aggregate to be supplied to each location. Tonnage, as shown, is for bidding purposes only. Actual required amounts may vary.

LINE ITEM	DELIVERY LOCATIONS (DESIGNATED SITES)	
1	State Highway 7 @ Milepost 39.47	
2	U.S. Highway 12 @ Milepost 75.59	2,000 TON

2. QUALITY ASSURANCE

The Contractor shall be responsible for gradation testing at the rate of one (1) test per 1,000 tons, but not less than one (1) test per day. Each test will be provided to the Engineer within 24 hours if production is occurring at the time of delivery. If the aggregate is in a pre-existing stockpile, all tests will be provided to the Engineer for approval in advance of delivery. The Contractor will also make the stockpile available for the Department to take confirmation tests prior to delivery.

Material will be accepted by ITD at the stockpile site based on ITD acceptance test results for gradation and moisture content test results. ITD reserves the right to accept material based on the Contractor's Quality Control test results.

Materials which fail to meet the materials requirements noted herein will be subject to rejection or a 25% price adjustment for the quantity received at the discretion of the Contract Manager.

3. MATERIAL SPECIFICATIONS

The following Special Provisions and All Addenda issued, supplement or modify the 2004 ITD Standard Specifications – January 2009 Supplemental Specifications and SP-SA Special Provisions-State Aid. This is not a federally funded project or purchase.

3.1 SP-1 Maintenance Aggregate Material shall conform to the gradation:

Sieve Size	Percent Passing	
¾ inch	100	
½ inch	70-98	
No. 4	44-70	
No. 8	30-54	
No. 30	15-34	
No. 200	6-15	

3.3 Moisture content shall be 4% or less at the point of delivery.

4. MEASUREMENT AND PAYMENT

Aggregate will be measured by the TON in accordance with Section 109.01 of the 2004 ITD Standard Specifications. The accepted quantities of the item will be paid for at the contract unit price based on the tons of aggregate stockpiled at the designated sites.

5. COMPLETION TIME AND LATE FEES

The Contractor and ITD Contract Manager (See Section III, Term 2) shall mutually determine the starting date, and all material shall be delivered prior to September 4, 2010.

The amount of Late Fees for failure to complete the work required by September 4, 2010, will be \$250.00 per working day. At no time will the total amount of late fees exceed \$250.00 per working day. **Note:**Working day shall be defined in Subsection 101.02 of the Idaho Standard Specifications for Highway Construction, 2004 Edition.

6. ADDITIONAL CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for damage or injury to State or private property of any character during the execution of the work resulting from any act. The Contractor shall restore such property to a condition similar or equal to that existing before such damage or injury was done. All such repairing, rebuilding or restoration shall be at the Contractor's expense.

II. BID GUIDELINES

1. INFORMATION GIVEN PRIOR TO AWARD

Oral explanations, instructions, and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data, or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

2. PERFORMANCE

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

3. BIDDING REQUIREMENTS AND CONDITIONS

Sealed Bids will be received at the time and place stated on the Cover Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. A bidder may choose to submit pricing for as many, or as few, line items as they choose. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the columns provided. Award will be made, by line item, to the lowest responsive, responsible bidder. Multiple contracts may be awarded.

In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in blue ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bid shall be signed with <u>blue</u> ink by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.

4. IRREGULAR BIDS

Bids will be considered non-responsive and shall be rejected for the following reasons:

- 1. If the Bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
- If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
- 3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
- 5. If the Bid Documents are not sealed, when received by the Department.
- 6. If the Signature Page is not signed in blue ink.
- 7. If Addendums are not signed and returned with the Bid Documents.

5. DISQUALIFICATION OF BIDDERS

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

- 1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
- 2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

6. CONSIDERATION OF BID

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available http://itd.idaho.gov 'Doing Business with ITD', 'Bid and Contract Information', 'ITD Goods and Services'. The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

7. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION

A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

8. EXECUTION / AWARD OF THE CONTRACT

The award of contract, if it is awarded, will be made within 15 calendar days after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose bid complies with all requirements prescribed. However, the award may be deferred beyond 15 calendar days by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned within 15 calendar days after the bidder has received the contract. If the contract is not executed by the State within 15 calendar days following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

9. FAILURE TO EXECUTE CONTRACT

Failure to execute the contract within 15 calendar days, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

III. TERMS AND CONDITIONS

1. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

The Standard Specifications for Highway Construction (ITD 2004), the January 2009 Supplemental Specifications, the January 2008 Quality Assurance Manual, the QA Special Provisions are incorporated by reference where applicable to this contract. The Idaho Transportation Department's <u>Standard Specifications for Highway Construction</u> manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase, or visit: http://itd.idaho.gov/, click on Publications, Highways, Specifications Manual to download a PDF version with the most current Supplements.

2. CONTRACT ADMINISTRATION

Unless otherwise modified by this Invitation to Bid, the contract and work for the project shall be administered in accordance with ITD's 2004 Standard Specifications for Highway Construction. The most current version of ITD's Supplemental Specifications to the 2004 Standard Specifications shall also apply.

After award, Contract Manager shall be Blake Thompson, phone 208-476-4433. Contractor shall contact the Contract Manager prior to production and/or delivery of materials.

3. CONTRACT AWARD

Award will be made, by line item, to the lowest responsive, responsible bidder. Multiple contracts may be awarded.

4. PAYMENT REQUIREMENTS

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

5. CHANGES

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

6. CLAIMS FOR ADJUSTMENT AND DISPUTES

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

7. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

8. COMPLIANCE

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 11 Termination.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

9. TERMINATION

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

10. INDEMNIFICATION

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

11. ILLEGAL ALIENS

The contractor warrants that any contract resulting from this solicitation is subject to Executive Order 2009-10 (http://gov.idaho.gov/mediacenter/execorders/eo09/eo-2009-10.html); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United State; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for termination of its contract.

12. INSURANCE REQUIREMENTS

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the

State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

1. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2. Business Automobile and Umbrella Liability Insurance

Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

3. Workers Compensation Insurance and Employer's Liability

Worker's Compensation. The CONTRACTOR and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

Employer's Liability: This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

Additional Requirements:

State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

Notice of Cancellation or Change: The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation

Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

BID SCHEDULE

BIDDER:	

The following quantity is an estimate to be used for bidding purposes only. It is not a guaranteed delivery quantity as quantity may be more or less than what is being represented.

Each Bid item shall be filled in completely by the Contractor in the bid schedule, by indicating <u>total dollars and cents</u> under Unit Price and Total Cost. All figures shall be written in ink or typed. Penciled entries will not be accepted, will be considered irregular and will be rejected.

LINE	DELIVERY LOCATIONS (DESIGNATED SITES)	QUANTITY	PRICE PER TON	EXTENDED AMOUNT
ITEM			DOLLARS CTS	DOLLARS CTS
1	State Highway 7 @ Milepost 39.47	4,000 Ton	x\$.	=\$.
2	U.S. Highway 12 @ Milepost 75.59	1,500 Ton	x\$.	=\$.

AWARD WILL BE MADE, BY LINE ITEM, TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER MULTIPLE CONTRACTS MAY BE AWARDED

THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID

SignatureDate	
---------------	--

INVITATION TO BID (ITB)

REQUISITION # B-553670

DISTRICT TWO – BASE AGGREGATE MATERIAL

BID SCHEDULE

REV 5/11/2010 JTW

IDAHO TRANSPORTATION DEPARTMENT

SIGNATURE PAGE

Idaho Transportation Department
Business & Support Management – Purchasing Unit
3311 W. State St. (P.O. Box 7129)
Boise, ID 83703 (83707-1129)

REQUISITION #: B-553670

REQUISITION TITLE: District Two – Base Aggregate Material

This response is submitted in accordance with all documents and provisions of the specified Requisition Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.

Federal Identification # Public We		orks License # (If Req'd)	Additional License #'s (If Req'd)
Company Name		State of Domicile	. <u> </u>
Mailing Address		City, State, & Zip	
Phone	Fax	Email	
Authorized Signature		Date	
Printed Name			
•		*	OR ANY ADDENDA THAT HAVE BEEN S, CONDITIONS, AND SPECIFICATIONS
f not domiciled in the St f applicable:	ate of Idaho, please	provide an address where bu	siness is conducted in the State of Idah
Mailing Address		City, State, & Zip	
Phone	 Fax		

THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID

INVITATION TO BID (ITB)
REQUISITION #B-553670

SIGNATURE PAGE

CONTRACTOR'S AFFIDAVIT

CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE STATE OF _____ COUNTY OF ____ The undersigned being duly sworn upon oath deposes and says that _____ complies with the provisions of Section 72-1717 Idaho Code (Drug Free Workplace program); that provides a drug-free workplace program that complies with the (Contractor Name) provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life this contract and that ______ shall subcontract work only to (Contractor Name) subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a). Name of Contractor Address City and State (Signature) Subscribed and sworn to before me this ______ day of ______, in the year _____. Commission expires: NOTARY PUBLIC, residing at

CONTRACTOR'S AFFIDAVIT

CONCERNING ILLEGAL ALIENS

http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html

STATE OF	
COUNTY OF	
The undersigned, being duly sworn upon oath, depose	es and says that
	(Contractor Name)
complies with the provisions of Idaho Executive Order	⁻ 2009-10 (Establishing a Policy for All State
Agencies Concerning Public Funds); that	substantiates that all (Contractor Name)
employees providing services or involved in any way o	on projects funded directly by or assisted in whole
or part by state funds or federal stimulus dollars can l	legally work in the United States and complies with
the provisions of Idaho Executive Order 2009-10 and wi	ill maintain such throughout the life of this
contract and that sh	hall subcontract work only to subcontractors
meeting the requirements of Idaho Executive Order 200	09-10. Any misrepresentation or any employment
of persons not authorized to work in the United State:	s constitutes a material breach and shall be cause
for the imposition of monetary penalties up to five pe	ercent (5%) of the contract price, per violation,
and/or termination of the contract.	
Name of Contractor	Address
Ву:	
(Signature)	City and State
Subscribed and sworn to before me this	day of, in the year
Commission expires:	
	NOTARY PUBLIC, residing at
	1

CONTRACTOR'S RESPONSIBILITY

FOR SEALED BIDS:

<u>ALL DOCUMENTS</u> APPLICABLE AT TIME OF BID must be signed IN BLUE INK, dated, and returned with your bid documents to allow your bid to be considered. Documents not returned WILL result in a non-responsive bid.

<u>DISCLAIMER:</u> All required documents may or may not be listed. It is the Contractor's responsibility to review all documents and return as specified.

- 1) Bid Schedule must be completed and signed with an <u>original signature</u>
- 2) Signature Page
 - Page must be signed with an <u>original signature</u>
- 3) Contractor's Affidavit Concerning Alcohol and Drug Free Workplace
- 4) Contractor's Affidavit Concerning Illegal Aliens
- 5) <u>All Addenda Must</u> be <u>Signed</u> and returned with your Bid Documents. It is the Bidder's <u>responsibility</u> to verify if an addendum was issued.
- 6) <u>ALL BIDS must be submitted in a sealed envelope</u> with the Vendor's Name, Requisition Number, Bid Open Date, and Project Name <u>clearly marked</u> on the outside of the envelope.

NO BID ADJUSTMENTS WILL BE ACCEPTED: Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. <u>ALL</u> REQUIRED paperwork must be re-submitted.